

McMANIMON, SCOTLAND & BAUMANN, LLC

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Co-Counsel for Donald V. Biase, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

DANIEL M. RISIS,

Debtor.

Chapter 7

Case No. 23-11800 (JKS)

CERTIFICATION OF ANTHONY SODONO, III, ESQ., IN SUPPORT OF MOTION TO: (I) APPROVE AND AUTHORIZE PAYMENT OF FEES AND EXPENSES TO McMANIMON, SCOTLAND & BAUMANN, LLC, CO-COUNSEL TO TRUSTEE; (II) AUTHORIZE A MORTGAGE ON ANY AND ALL REAL PROPERTY IN WHICH THE DEBTOR HAS AN INTEREST AND A JUDGMENT LIEN ON ALL OF DEBTOR'S PERSONAL PROPERTY IN FAVOR OF TRUSTEE AND HIS PROFESSIONALS; (III) AUTHORIZE A SURCHARGE AGAINST EQUITABLE SHARE OF MALLARY RISIS IN PROCEEDS OF SALE FROM 23 LINDEN AVENUE, WEST ORANGE, NEW JERSEY, AS A RESULT OF DAMAGE CAUSED TO SUCH PROPERTY THAT WAS UNDER MALLARY RISIS'S CUSTODY AND CONTROL; AND (IV) GRANTING SUCH OTHER AND FURTHER RELIEF AS THIS COURT DEEMS JUST AND PROPER

ANTHONY SODONO, III, ESQ., of full age, certifies as follows:

1. I am an attorney at law in the State of New Jersey and a member of the firm of

McManimon, Scotland & Baumann, LLC ("MS&B"). MS&B serves as co-counsel to Donald V. Biase, Chapter 7 Trustee (the "Trustee") for the bankruptcy estate of Daniel M. Risis (the "Debtor").

2. I respectfully submit this Certification in support of the Motion to: (I) Approve and Authorize Payment of Fees and Expenses to MS&B, Co-Counsel to Trustee; (II) Authorize a Mortgage on Any and All Real Property in Which the Debtor Has an Interest and a Judgment Lien on All of Debtor's Personal Property in Favor of Trustee and His Professionals; (III) Authorize a Surcharge Against Equitable Share of Mallary Risis ("M. Risis") in Proceeds of Sale of 23 Linden Avenue, West Orange, New Jersey, as a Result of Damage Caused to Such Property That Was Under M. Risis's Custody and Control; and (IV) Granting Such Other and Further Relief as This Court Deems Just and Proper ("Motion").

3. Annexed as **Exhibit "A"** is MS&B's in-house computer printout itemizing all services performed during the period May 7, 2023 and July 31, 2023 (the "**Fee Period**") . As shown on such Exhibit, MS&B has devoted 185.2 hours, having a value of \$98,471, and incurred out-of-pocket expenses of \$722.91 in this matter during the Fee Period, for a total fee of \$99,193.91.

4. As of July 31, 2023, there are **388 docket entries** in this Chapter 7 case. The Trustee and his professionals were forced to incur inordinate and unnecessary professional fees in responding to the excessive and legally and factually unsound pleadings filed by the Debtor. Additionally, the Debtor's conduct, from not complying with Court Orders, Federal Rules of Bankruptcy Procedure (and this Court's Local Rules) and other statutory mandates, attempts to steal or abscond with property of the Estate, and mocking the Court and professionals on nearly every e-mail and at Court hearings, forced the expenditure of additional unnecessary time and expenses. As a result of these sophomoric actions, the Trustee's professionals were forced to "oversee" the Debtor on July 7, 2023 during removal of his personal property located at the West Orange Property at the last minute, for a transaction which should have been a simple closing by

mail. MSB's time for July 7, 2023, totals \$1,844. That is the time I had to spend at the West Orange Property to ensure the personal property was removed so the closing could occur. That time should be charged to M. Risis half share.

5. Annexed as **Exhibit “B”** are relevant portions of e-mail from Jonathan D. Sherman, Esq., counsel to Tremell McKenzie, the purchaser of the West Orange Property (“**West Orange Buyer**”) attaching receipts evidencing the cost of repairs to the damage intentionally caused by the Debtor and/or M. Risis to the West Orange Property. Pursuant to an email I received from Jonathan Sherman, counsel for the West Orange Buyer, he stated the following:

“From: Jonathan D. Sherman <JDS@ansellgrimm.com>
Sent: Thursday, July 20, 2023 2:36 PM
To: Michele M. Dudas <MDudas@MSBNJ.COM>; Manoli Makras <manoli@nuworldtitle.com>; Jessica Lodge <jlo@nuworldtitle.com>; Jeffrey Cheng <jcheng@crownhm.com>; Shawn Fiorito <sfiorito@crownhm.com>; Tracy and Randi <tandr@nuworldtitle.com>; Jacqueline Hunter <jacqueline.hunter.realtor@gmail.com>; Brian Boms <bboms@yahoo.com>
Cc: Richard Trenk <rtrenk@trenkisabel.law>; Bobby Roglieri <rroglieri@trenkisabel.law>; Anthony Sodono <ASodono@MSBNJ.COM>; Sari B. Placona <SPlacona@MSBNJ.COM>
Subject: RE: 23 Linden Ave, West Orange. Buyer Tremell McKenzie: Judge Signed Court Order Docs

Good morning, everyone,

As most of you are aware, the day the Seller vacated did not go well. The Seller showed up with an individual and set up a camera to record himself at the house where he disrespected my client and her realtor.

The Seller caused a lot of unnecessary damage to the property and I am attaching the estimates for all the work required to bring this property back to the condition it was in prior to the Seller removing their personal items from the house. Please also see below and attached regarding the itemized list covering same.”

Mr. Sherman annexed several receipts to his email. *See Exhibit “B.”*

6. M. Risis should be surcharged for the following damage (as noted above, Mr. Sherman annexed receipts) to the West Orange Property caused by her husband, the Debtor, while the Property was in her possession and control:¹

- a. Forced opening and breaking of the oven door – cost to repair/replace \$3,292.00;
- b. Broke open custom side door and window of the door that leads into the kitchen -- Provia Door – cost to repair/replace \$8,262.00²;
- c. Attempted to steal the generator – cost to repair \$350.00;
- d. Locksmith repair – cost -- \$458.29;
- e. Ripped thermostat out of the wall – cost repair/replace - \$385.00;
- f. Junk removal – cost of \$850.87;
- g. A.J. Willner – cost of \$479.81; and
- h. MSB legal fees for attendance at the removal of the West Orange Property was also necessary – legal time of \$1,844.00.

7. Upon my arrival at the West Orange Property on June 7, 2023, an across-the-street neighbor approached me and asked about the commotion caused by the Debtor.³ The neighbor then advised me that the Debtor told the neighbor's wife to hold the generator in the neighbor's garage and that he would be back to get it. Thankfully, the neighbor turned the generator back over. Officer Louis, Badge # 405, from the West Orange Police Department was a witness to the return of the generator. The West Orange Buyer was also present. At the request of Officer Louis, I sent pictures of the damage and the generator to Officer Louis' email address for documentation (the generator had to be serviced – it was in working order before removal).

¹ The damaged items have been asserted by the buyer, however, the Trustee disputes certain charges as discussed in the Letter Brief submitted herewith.

² I have asked counsel for the West Orange Buyer to justify the excessive cost of a custom door. As of the filing of this Certification, we have not received an answer. Once a reply is received, we will adjust the surcharge if necessary.

³ I did not plan to be present when the Debtor and M. Risis was removing their personal property, however, due to the Debtor's disruptive conduct the broker for the West Orange Buyer, Ms. Hunter requested my presence.

8. These costs total \$23,297.62 . It would be inequitable for the Estate or the West Orange Buyer to bear the brunt or cost of damages incurred during M. Risis's custody and control of the property whether caused by her or the Debtor.

9. The Trustee does not support all of the claims alleged by the West Orange Buyer. For example, although the washer and dryer were part of the sale and on the listing agreement, on the date of the closing, the buyer agreed to allow M. Risis to remove the washer and dryer. Also, the hardwood floors were not in perfect condition and Brian Boms from Stack and Stack, realtor for the Trustee took a video of the floors and there were existing scratches. Whether the Debtor further exacerbated the damage to the floors on removal of the property is uncertain. Thus, the Trustee does not agree to pay for the damaged floors.

10. In addition, the cost of my legal time at the West Orange Property and AJ Wilner's labor on July 7, 2023 must be compensated as such was required to ensure the sale of the property could close timely or risk not closing at all.

11. Therefore, the revised costs, after deduction for the disputed repairs, are \$15,921.97 If the custom door charge is adjusted, the total repair costs and surcharge should be adjusted.

12. All services performed by MS&B were actual and necessary for preserving property of the Estate. There are insufficient funds on hand to satisfy administrative expenses incurred by the Trustee and his professionals given the outrageous conduct by the Debtor in this case. Therefore, it is respectfully requested that a mortgage lien be granted against each of the Debtor's properties located at:

- a. 19 Fordham Road, Livingston, NJ (co-owned with M. Risis);
- b. 1275 Route 23, Wayne, NJ (Dalex Development Corp.);
- c. 175-179 Broad Street, Phillipsburg, NJ (Goose Partners LLC);
- d. 17071 Ridge Road, Murray, NY (Red Oaks Country Club LLC);
- e. 340 Fleming Drive, Phillipsburg, NJ (Yenta LLC);
- f. 857 Route 22, Lopatcong, NJ (Bromance, LLC);

g. 859 Memorial Parkway, Lopatcong, NJ (Angry Saul Rand, LLC); and
h. 865 Route 22, Lopatcong, NJ (Toby's Cup, LLC).

(collectively referred to as the "**Mortgaged Properties**"). Granting a mortgage against each of the Mortgaged Property and judgment lien against personal property of the Debtor in favor of the Trustee and his professionals is just and equitable based upon the totality of the circumstances in this matter.

I hereby certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: August 2, 2023

/s/ Anthony Sodono, III

Anthony Sodono, III

EXHIBIT A



July 31, 2023

Donald V. Biase
PO Box 646
Essex Fells, NJ 0702

Invoice #: 209986
Client #: 9483
Matter #: 1
Billing Attorney: AS1

INVOICE SUMMARY

For Professional Services Rendered Through July 31, 2023.

RE: Risis, Daniel

Total Professional Services	\$ 98,471.00
Total Disbursements	<u>\$ 722.91</u>
 TOTAL THIS INVOICE	 \$ 99,193.91



PROFESSIONAL SERVICES

Date	Atty	Description	Hours	Amount
5/07/23	AS1	Communication with R. Trenk, D. Biase, and S. Placona re: retention as co-counsel to Trustee; review pleadings	.80	556.00
5/08/23	AS1	Communicate with Sari B. Placona re dismissal order, strategy	.20	139.00
5/08/23	DP	Review docket and prepare MS&B retention pleadings as co-counsel including application, certification, and proposed order	.80	188.00
5/08/23	DP	Review docket for party information and prepare Service List	.30	70.50
5/08/23	SBP	Call with R Roglieri re case update	.30	123.00
5/09/23	DP	Prepare Certification of Service for MS&B retention pleadings	.30	70.50
5/09/23	SBP	Review docket for case update	.20	82.00
5/09/23	SBP	Attend court hearing on motion to compel and status conference	3.10	1,271.00
5/10/23	DP	Review Notice of Appearance by Nancy Isaacson on behalf of Greenbaum Rowe; revise Service List to add; revise Certification of Service for MS&B retention	.20	47.00
5/10/23	SBP	Review order re removal of tenant from WO property	.10	41.00
5/10/23	SBP	Call with client re strategy	.20	82.00
5/11/23	DP	Revise MS&B retention application and email exchange with D. Biase re executing	.20	47.00
5/11/23	DP	Revise, finalize, and e-file MS&B retention pleadings	.30	70.50
5/11/23	DP	Prepare letter serving MS&B retention pleadings and coordinate service	.40	94.00
5/11/23	DP	Email to D. Risus and J. Resnick with letter and MS&B retention application	.10	23.50
5/11/23	DP	Prepare and efile Notice of Appearance by Sari B. Placona	.20	47.00
5/12/23	DP	Review Notice of Appearance by USAlliance Federal Credit Union; revise Service List and labels to include	.20	47.00
5/13/23	SBP	Review email from C Ostrowski re claims against Risus	.10	41.00
5/13/23	SBP	Review motion for relief from stay filed by Ostrowski	.20	82.00
5/13/23	SBP	Review objection to stay relief by PB Financing	.20	82.00
5/13/23	SBP	Call T Duggan re status of case	.20	82.00
5/15/23	SBP	Review letter from J Resnick to SBP re who am i?	.10	41.00
5/16/23	SBP	Call with D Biase re status of hearing re West Orange property	.20	82.00
5/16/23	SBP	Review motion to convert case	.20	82.00
5/16/23	SBP	Attend hearing on access to WO property	1.70	697.00
5/16/23	SBP	Call with client re status of case	.20	82.00
5/16/23	SBP	Call with R Roglieri re status of motion pending by Mallory	.10	41.00
5/17/23	SBP	Call with Chester Ostrowski, R Roglieri, and Brett Galloway re creditors' status	.30	123.00
5/17/23	SBP	Review court orders entered re compliance with 2004, access to property, and sanctions	.20	82.00



Date	Atty	Description	Hours	Amount
5/17/23	SBP	Call with R Trenk and R Roglieri re strategy for case issues	.50	205.00
5/17/23	SBP	Call with D Biase re west orange property	.70	287.00
5/18/23	AS1	Travel to from Debtor's property at 23 Linden Ave., West Orange, NJ	.40	278.00
5/18/23	AS1	Meet at Linden Ave. property re removal of property	1.90	1,320.50
5/18/23	AS1	Call with Judge Sherwood re court order interpretation of Docket No. 235	.70	486.50
5/18/23	SBP	Travel to and from office to 23 Linden Avenue, West Orange	.50	205.00
5/18/23	SBP	Meeting at 23 Linden Avenue with Brian Boms re access to home	1.00	410.00
5/18/23	SBP	Review objection to MSB retention	.10	41.00
5/18/23	SBP	Conference call with Judge Sherwood re access to West Orange Property	.70	287.00
5/18/23	SBP	Meeting at 23 Linden Avenue with debtor, A Sodono, M. Risis	2.00	820.00
5/19/23	SBP	Call with client re status of home visit to West Orange property	.20	82.00
5/19/23	SBP	Call with B Boms re radon test for West Orange	.30	123.00
5/19/23	SBP	Call with B Boms re status of offers on properties	.40	164.00
5/22/23	AS1	Communicate with Trustee and Sari B. Placona re sale of Phillipsburg and other sale issues	.40	278.00
5/22/23	SBP	Review letter of intent to purchase 175-179 Broad	.10	41.00
5/22/23	SBP	Call with client re offers for sale	.20	82.00
5/23/23	AS1	Communicate with B. Boms re offers and sale pleadings	.20	139.00
5/23/23	AS1	Communicate with US Trustee re motion to dismiss	.20	139.00
5/23/23	AS1	Communicate with Trustee and J. Iuliani re access to West Orange property	.30	208.50
5/24/23	AS1	Communicate with parties to access West Orange property	.40	278.00
5/24/23	AS1	Travel to/from 23 Linden Ave., West Orange, NJ	.40	278.00
5/24/23	AS1	Communicate with M. Risis re afternoon access to West Orange property	.10	69.50
5/24/23	AS1	Analyze motions to sell West Orange and communicate with Trustee re same	.50	347.50
5/24/23	CM	Drafting motion to sell property, review PACER documents	3.10	775.00
5/24/23	SBP	Review letter from Risis to Judge re witnesses	.10	41.00
5/24/23	SBP	Review objection to motion to sell property	.10	41.00
5/24/23	SBP	Review Risis objection to preliminary injunction	.10	41.00
5/25/23	AS1	Review Debtor's motions to deed mother owner of business and to have US Trustee appear	.30	208.50
5/25/23	CM	Drafting Motion and Order	.70	175.00
5/25/23	SBP	Communicate with B Boms re West Orange appraiser	.10	41.00
5/25/23	SBP	Review letter from PB Financing requesting status conference	.10	41.00
5/25/23	SBP	Call with D Biase, A Sodono, and B Boms re pending sales	.40	164.00
5/25/23	SBP	Review motion to compel creditors to file claims	.10	41.00
5/25/23	SBP	Call with client and A Sodono re case	.50	205.00



Date	Atty	Description	Hours	Amount
5/25/23	SBP	Call with B Boms re Phillipsburg property	.20	82.00
5/25/23	SBP	Revise motion to approve sale of 175 Broad Street, Phillipsburg	.20	82.00
5/29/23	AS1	Review sale pleadings, complaint 363(h), Risis sale motion, Risis motion to buy out sale proceeds	1.10	764.50
5/30/23	AS1	Call with D. Biase re 5/31/2023 hearings	.40	278.00
5/30/23	AS1	Draft certification and response to Risis motion to sell West Orange property and in support of Trustee's sale motion; analyze pleadings and objections	3.70	2,571.50
5/30/23	AS1	Communicate (several emails) with Mr. and Ms. Risis, Trustee and Trustee's representative re access and non-debtor control of property	.50	347.50
5/30/23	AS1	Multiple calls with Trustee, buyers' counsel (2 buyers), and broker re sales and higher and better	.90	625.50
5/30/23	AS1	Call with Trustee to discuss sales	.30	208.50
5/30/23	SBP	Review Porzio response to motion to sell	.20	82.00
5/30/23	SBP	Call with B Boms re marketing efforts	.30	123.00
5/30/23	SBP	Call with B Boms re offer for West Orange property	.20	82.00
5/30/23	SBP	Call with B Rice re status	.10	41.00
5/30/23	SBP	Review UST motion to dismiss	.20	82.00
5/30/23	SBP	Call with client Re strategy on sales	.40	164.00
5/30/23	SBP	Calls with R Trenk, A Sodono, B Boms, and A Villari re west orange offers and sale	1.10	451.00
5/31/23	AS1	Prepare for Court and review all pleadings and related documents; outline issues; review case law	1.30	903.50
5/31/23	AS1	Travel to/from US Bankruptcy Court, Newark, NJ	1.40	973.00
5/31/23	AS1	Attend hearings on Trustee's motion to sell West Orange property and Mallary Risis' motion to sell West Orange property	3.90	2,710.50
5/31/23	AS1	Review motion to extend time to object to discharge and communicate with Trustee and R. Roglieri	.40	278.00
5/31/23	AS1	Post court hearing call with Trustee to discuss strategy going forward, status of issue	.40	278.00
5/31/23	CM	No Charge - Travel + Court	5.00	N/C
5/31/23	SBP	Call with client re court hearing	.20	82.00
5/31/23	SBP	Call with B Boms re sale hearing	.10	41.00
5/31/23	SBP	Review motion to extend time to object to discharge	.20	82.00
5/31/23	SBP	Calls with J Hunter re buyer for West Orange property and inspection reports	.40	164.00
5/31/23	SBP	Attend court on sale hearing	3.50	1,435.00
5/31/23	SBP	Travel home to court for sale hearing	.70	287.00
6/01/23	AS1	Communicate with D. Risis re conversion, Trustee role, and dismissal	.20	139.00
6/01/23	AS1	Review Court's order shortening time on Audi purchase and discuss position with Trustee	.20	139.00



Date	Atty	Description	Hours	Amount
6/01/23	AS1	Conference call with Sari B. Placona, R. Roglieri, Trustee, and B. Boms re sale of property listed by Stack at 1193 Rt. 22, Phillipsburg, NJ	.30	208.50
6/01/23	AS1	Analyze various ownership charts of Risis properties and compare old and new analysis sent by Ms. Resnick with varying property descriptions; respond to D. Risis	.50	347.50
6/01/23	AS1	Draft email to Sari B. Placona, R. Trenk, R. Roglieri, and Trustee re sale of Goose property	.60	417.00
6/01/23	AS1	Review Market Street sale motion and communicate with Sari B. Placona and Trustee	.30	208.50
6/01/23	CM	Caselaw lookup/research	1.30	325.00
6/01/23	SBP	Call with T Mackenzie re contract	.20	82.00
6/01/23	SBP	Review emails re Market Street Holdings sale	.20	82.00
6/01/23	SBP	Review operating agreements from Tobys Cup, Angry Saul, and Bromance	.20	82.00
6/02/23	AS1	Review Secretary of State registry re malcontent formation and communicate with Trustee and broker re same	.30	208.50
6/02/23	SBP	Review emails with debtor and A Sodono re 341, properties, and other case information	.30	123.00
6/02/23	SBP	Call with client re status of case	.20	82.00
6/02/23	SBP	Review redline agreement of sale for West Orange property	.20	82.00
6/04/23	AS1	Review contract amendments and communicate with Sari B. Placona and R. Roglieri re same	.30	208.50
6/05/23	AS1	Multiple email exchanges to/from D. Risis re hearing on sale, offer by Regent, cease and desist issues and other items	.60	417.00
6/05/23	SBP	Call with D Biase re signed contract	.10	41.00
6/05/23	SBP	Review signed contract for West Orange and email from J Hunter	.10	41.00
6/05/23	SBP	Call with D Risis re Wayne property	.10	41.00
6/05/23	SBP	Revise letter to client with sale deposit for West Orange property	.10	41.00
6/05/23	SBP	Review letter of intent to purchase properties	.20	82.00
6/05/23	SBP	Call with R Trenk and R Roglieri re strategy on PB Financing motion; call with T Duggan re same	.70	287.00
6/05/23	SBP	Review letter from Duggan enclosing order extending time to file complaint	.10	41.00
6/05/23	SBP	Call with T Mackenzie re sale deposit	.10	41.00
6/05/23	SBP	Review submission in support of Market Street sale	.10	41.00
6/05/23	SBP	Review notice of appeal for Yenta	.10	41.00
6/05/23	SBP	Review emails from D Risis re sale, Trenk, case	.30	123.00
6/06/23	AS1	Conference call with Sari B. Placona and Trustee re hearing on sale, offer by Regent, cease and desist and other items	.60	417.00
6/06/23	SBP	Court appearance for objection to MSB retention	1.70	697.00
6/06/23	SBP	Draft cease and desist letter to D Risis re tattoo shop	.20	82.00



Date	Atty	Description	Hours	Amount
6/06/23	SBP	Call with client and A Sodono re prep for court hearing on sale and retention	.20	82.00
6/06/23	SBP	Call with R Roglieri re tattoo parlor	.10	41.00
6/06/23	SBP	Call with B Boms re Wayne and Newark property visits	.20	82.00
6/07/23	AS1	Review Isabella order and order re sale and discuss with Trustee	.60	417.00
6/07/23	AS1	Review and revise contract for sale of Goose Property; discuss strategy with Sari B. Placona, Trustee, and R. Roglieri and draft email re strategy	.80	556.00
6/07/23	AS1	Analyze Livingston sale issues	.50	347.50
6/07/23	AS1	Conference call with L. Modugno and Trustee's team re resolution of Linden Ave. and Livingston for Ms. Risis	.50	347.50
6/07/23	CM	Sale Motion revisions and draft sale agreement	1.40	350.00
6/07/23	SBP	Communicate with A Gorski re Yental appeal	.10	41.00
6/07/23	SBP	Revise cease and desist letter to D Risis	.10	41.00
6/07/23	SBP	Calls with B Boms re Newark sale	.20	82.00
6/07/23	SBP	Review and revise contract of sale for 175 Broad Street	.60	246.00
6/07/23	SBP	Call with J Solakian re Yenta appeal	.20	82.00
6/07/23	SBP	Call with L Modugno, R Trenk, R Roglieri, and A Sodono re Mallary Risis	.90	369.00
6/08/23	SBP	Call with R Roglieri, C Gengaro, and R Trenk re Goose Partners sale	.90	369.00
6/08/23	SBP	Call with client re goose partners sale	.30	123.00
6/09/23	SBP	Communicate with B Boms re Newark property inspection	.10	41.00
6/09/23	SBP	Review Solakian request to Court to deny debtor motion to restore stay as to Yenta	.10	41.00
6/09/23	SBP	Review motion to stay all proceedings	.20	82.00
6/09/23	SBP	Call with client re 341	.20	82.00
6/09/23	SBP	Attend 341 meeting of creditors	.20	82.00
6/09/23	SBP	Communicate with buyer's attorney re Goose Partners contract	.10	41.00
6/09/23	SBP	Communicate with Risis re status of case	.20	82.00
6/09/23	SBP	Revise motion to approve sale of Goose Partners property,	1.40	574.00
6/10/23	AS1	Communicate with Sari B. Placona and Trustee re Newark leases	.30	208.50
6/10/23	AS1	Analyze and revise sale pleadings for Goose Partners	.80	556.00
6/10/23	AS1	Analyze Regent Offer and communicate with Trustee; draft letter in reply	.60	417.00
6/10/23	AS1	Review Sect. 363(h) complaint and communicate with L. Modugno re same and settlement issues	.30	208.50
6/10/23	AS1	Review deed, writ, and temporary restraining order request	.50	347.50
6/10/23	AS1	Communicate with R. Ruggerio re Amazoned property, Goose sale issues and claims	.40	278.00
6/10/23	AS1	Review letter to Court re US Trustee allegations	.20	139.00
6/10/23	AS1	Analyze and revise sale pleadings for Goose Partners	.80	556.00
6/10/23	AS1	Communicate with Sari B. Placona and Trustee re Newark leases	.30	208.50



Date	Atty	Description	Hours	Amount
6/12/23	AS1	Review and revise letter to Regent	.40	278.00
6/12/23	AS1	Analyze Good Partners agreements, ownership, claims, liens re sale issues	.60	417.00
6/12/23	SBP	Communicate with debtor re leases	.10	41.00
6/12/23	SBP	Review debtor's appeal re Solokian	.10	41.00
6/12/23	SBP	Review Duggan letter to court responding to stay relief	.10	41.00
6/12/23	SBP	Review Solakian email to client re appeal	.10	41.00
6/12/23	SBP	Email Croot's lawyer for payoff on Goose Partners property	.10	41.00
6/12/23	SBP	Draft letter to Regent Developers re LOI	.20	82.00
6/12/23	SBP	Call with client re rescheduled 341	.10	41.00
6/12/23	SBP	Communicate with debtor re 341 transcript	.10	41.00
6/12/23	SBP	Draft and revise motion to approve sale of Goose Partners property and avoid any unperfected judgments	.80	328.00
6/13/23	SBP	Revise letter to Regent re LOI	.10	41.00
6/13/23	SBP	Review court order shortening time on motion to stay all matters	.10	41.00
6/14/23	AS1	Analyze and revise Pioneer contract of sale Goose Partners	.40	278.00
6/14/23	AS1	Review motion, brief, and proposed order to dismiss and sanctions; discuss with Trustee	.40	278.00
6/14/23	AS1	Analyze and revise Boms Certification in support of Phillipsburg Goose sale	.50	347.50
6/14/23	AS1	Analyze and revise motion to approve Goose sale	.70	486.50
6/14/23	CM	Prepare and revise B. Boms certification	.80	200.00
6/14/23	SBP	Communicate with B Boms re marketing efforts on Phillipsburg sale	.10	41.00
6/14/23	SBP	Communicate with R Roglieri re Yenta appeal	.10	41.00
6/14/23	SBP	Communicate with Croot's lawyer re payoff	.10	41.00
6/14/23	SBP	Review letter from debtor to Judge Sherwood re: whistleblower	.10	41.00
6/14/23	SBP	Review order to conduct appraisals	.10	41.00
6/14/23	SBP	Review Leff comments to sale contract	.20	82.00
6/14/23	SBP	Review emails re Amazoned properties	.20	82.00
6/14/23	SBP	Revise motion to sell Phillipsburg property	.60	246.00
6/15/23	AS1	Work on motion, certifications (2), and brief re sale of Goose Partners property	1.70	1,181.50
6/15/23	AS1	Telephone call from C. Gengaro re Goose Partners sale	.50	347.50
6/15/23	SBP	Revise motion to approve sale and membership rights of Goose Partners	.60	246.00
6/15/23	SBP	Review letter from USB re stay relief	.10	41.00
6/16/23	AS1	Analyze and revise motion and certifications of Trustee and B. Boms	1.60	1,112.00
6/16/23	SBP	Communicate with W Baldwin re payoff	.10	41.00
6/16/23	SBP	Review email re settlement proposal with M Risis	.10	41.00
6/16/23	SBP	Review status letter to court	.10	41.00



Date	Atty	Description	Hours	Amount
6/16/23	SBP	Review offers to purchase 175-179 Broad Street	.20	82.00
6/16/23	SBP	Revise motion and certifications to approve sale of Phillipsburg property	.60	246.00
6/16/23	SBP	Review court order and motion to have trustee present for all hearings and to enforce operating agreements	.20	82.00
6/16/23	SBP	Revise notice of sale	.10	41.00
6/16/23	SBP	Revise certification of Bomis in support of Phillipsburg sale	.10	41.00
6/16/23	SBP	Call with D Biase re case status	.40	164.00
6/16/23	SBP	Revise certification of Biase in support of Phillipsburg sale	.10	41.00
6/19/23	AS1	Communicate with Tremel McKensie and broker re closing	.20	139.00
6/19/23	AS1	Review temporary restraining order standards and US Trustee handbook re reply to Debtor's motion	1.10	764.50
6/19/23	AS1	Draft letter brief in opposition to Risus motion to stay proceeding	3.40	2,363.00
6/19/23	AS1	Analyze L. Modugno offer to M. Risis and draft response	.40	278.00
6/19/23	AS1	Conference call with L. Modugno re M. Risis offer	.50	347.50
6/19/23	AS1	Call with trustee's team re M. Risis settlement, sale of Goose Partners, contract issues	.60	417.00
6/19/23	SBP	Draft contract for buyer 2 for Phillipsburg property	.20	82.00
6/19/23	SBP	Revise motion to approve Goose Partners property sale	.20	82.00
6/19/23	SBP	Review certification in opposition to enforce operating agreements	.20	82.00
6/19/23	SBP	Call with L Modugno re Mallary Risis	.50	205.00
6/19/23	SBP	Call with D Biase and A Sodono re case strategy	.30	123.00
6/19/23	SBP	Review buyer changes to sale contract	.20	82.00
6/19/23	SBP	Review revised offer to purchase 175 Broad Street	.10	41.00
6/19/23	SBP	Draft letter brief in opposition to motion to stay proceedings	1.30	533.00
6/20/23	AS1	Communicate with J. Hunter re closing	.20	139.00
6/20/23	AS1	Communicate with L. Modugno re settlement and discovery and review demand letters and 2004 Subpoena to M. Risis	.50	347.50
6/20/23	AS1	Prepare for Court and review pleadings	.60	417.00
6/20/23	AS1	Travel to/from US Bankruptcy Court, Newark, NJ	.90	625.50
6/20/23	AS1	Attend hearing on Debtor's motion to stay all proceedings and status conference	2.80	1,946.00
6/20/23	AS1	Post-court meeting with D. Risis	.80	556.00
6/20/23	AS1	Post-court hearing with R. Trenk	.80	556.00
6/20/23	AS1	Analyze Linden Ave. sale order	.40	278.00
6/20/23	AS1	Communicate with Ruggiero re support of US Trustee's motion	.40	278.00
6/20/23	SBP	Travel to/from court for status conference	.90	369.00
6/20/23	SBP	Attend court for status conference and motion to stay proceedings	2.10	861.00
6/20/23	SBP	Meeting with debtor and A Sodono re case issues	1.10	451.00
6/20/23	SBP	Meeting with R Trenk and A Sodono re sales	.90	369.00



Date	Atty	Description	Hours	Amount
6/20/23	SBP	Call with client and A Sodono Re case status	.20	82.00
6/20/23	SBP	Review response to UST motion to dismiss	.10	41.00
6/20/23	SBP	Review sale order approving West Orange property	.10	41.00
6/20/23	SBP	Call with buyer's counsel re sale contract for Phillipsburg property	.10	41.00
6/21/23	AS1	Review supplemental letter brief in support of US Trustee's motion to dismiss	.20	139.00
6/21/23	AS1	Review Gengaro letter to Court	.20	139.00
6/21/23	AS1	Conference call with Sari B. Placona, L. Modugno, and R. Trenk re settlement issues	.40	278.00
6/21/23	AS1	Call with Sari B. Placona and Kara/Buyer re contract of sale Goose Partners/closing issues	.30	208.50
6/21/23	AS1	Analyze Goose contract and amendments by Buyer/Kara	.40	278.00
6/21/23	AS1	Analyze Debtor's Dist. Ct. Complaint against Lincoln Electric and discuss with Trustee	.40	278.00
6/21/23	AS1	Call (2nd call) with L. Modugno re settlement issues	.50	347.50
6/21/23	AS1	Review Order re sale of West Orange property and analyze supplemental response by Trustee	.30	208.50
6/21/23	CM	Disbursement research	.40	100.00
6/21/23	CM	UST Cases summary	2.50	625.00
6/21/23	SBP	Call with L Modugno re Mallary settlement	.40	164.00
6/21/23	SBP	Communicate with J Hunter re closing of West Orange property	.10	41.00
6/21/23	SBP	Finalize contract for sale of Goose Partners property	.20	82.00
6/21/23	SBP	Call with D Gee re second sale contract	.20	82.00
6/21/23	SBP	Call with Kara K re contract	.20	82.00
6/21/23	SBP	Call with R Trenk and A Sodono re Mallary settlement	.40	164.00
6/22/23	AS1	Communicate with J. Resnick re properties, sale, access	.20	139.00
6/22/23	AS1	Draft, review, and revise sale motion on Goose Partners	1.10	764.50
6/22/23	SBP	Call with client re sales	.20	82.00
6/22/23	SBP	Revise motion to approve sale of Goose Partners property	.30	123.00
6/22/23	SBP	Review signed agreement for Goose Partners sale	.10	41.00
6/22/23	SBP	Draft application and order shortening time to approve sale	.20	82.00
6/23/23	AS1	Communicate (multiple exchanges) with Trustee re settlement with M. Risis and sale of West Orange	.60	417.00
6/23/23	AS1	Communicate with L. Modugno re settlement and exchange offers; discuss with Trustee	.40	278.00
6/23/23	AS1	Communicate with Sari B. Placona and R. Roglieri re brief in support of sale/settlement and certifications of D. Biase and B. Boms	.40	278.00
6/23/23	SBP	Call with A Sodono, R Trenk, R Roglieri, and L Modugno re settlement	.40	164.00
6/23/23	SBP	Prepare analysis on West Orange and Livingston properties	.20	82.00
6/24/23	SBP	Communicate with T Duggan re lien on personal property	.10	41.00



Date	Atty	Description	Hours	Amount
6/24/23	SBP	Review settlement proposal from L Modugno	.20	82.00
6/25/23	AS1	Draft, review, and revise motion to approve sale/settlement with M. Risis and draft notes on certifications for B. Boms and D. Biase	1.20	834.00
6/25/23	AS1	Communicate with T. Duggan re charging lien on Goose Partners membership interest and research charging lien issue	.80	556.00
6/26/23	AS1	Communicate with D. Risis and Trustee re access to Newark property	.20	139.00
6/26/23	AS1	Call with M. Artis re motion to dismiss	.20	139.00
6/26/23	AS1	Call with Trustee re settlement issues	.20	139.00
6/26/23	AS1	Analyze and finalize settlement agreement, orders for sale, motion/multiple calls with Trustee and Trenk team	2.60	1,807.00
6/26/23	AS1	Review letter to Court re fees and equity analysis and discuss with Sari B. Placona	.30	208.50
6/26/23	AS1	Conference call with Sari B. Placona, L. Modugno, R. Ruggerio, and R. Trenk re settlement	.30	208.50
6/26/23	AS1	Review proposed order and draft comments re same	.20	139.00
6/26/23	MMD	Review information relating to sale of West Orange property; review title report; begin drafting closing documents	1.20	564.00
6/26/23	SBP	Revise letter to court re fees and equity	.20	82.00
6/26/23	SBP	Review motion to approve settlement with M Risis	.20	82.00
6/26/23	SBP	Draft letter to court re fees and equity in properties	.90	369.00
6/26/23	SBP	Call with A Sodono, R Trenk, R Roglieri, and L Modugno re settlement	.50	205.00
6/26/23	SBP	Review sale order, settlement agreement, and dismissal order; review debtor pleading in support of dismissal	.80	328.00
6/26/23	SBP	File letter to court re fees and equity in properties	.20	82.00
6/26/23	SBP	Call with client re status of case and motions on for June 27	.30	123.00
6/27/23	AS1	Travel to/from US Bankruptcy Court, Newark, NJ	.70	486.50
6/27/23	AS1	Review D. Risis letter to Court re support dismissal and oppose sales	.50	347.50
6/27/23	AS1	Analyze and review case law in US Trustee's motion to dismiss and prepare for Court	.70	486.50
6/27/23	AS1	Attend Court hearing on various motions--dismissal, sales, Trustee request to appear	2.90	2,015.50
6/27/23	CM	Traveling + Court	4.00	1,000.00
6/27/23	MMD	Review e-mail from title company re: status of closing	.10	47.00
6/27/23	SBP	Review sale motion of Goose Partners property to prepare for court hearing	.70	287.00
6/27/23	SBP	Travel to/from court for hearings	.70	287.00
6/27/23	SBP	Call with client on update of hearings	.30	123.00
6/27/23	SBP	Attend court on sale motion, dismissal motion, and forcing trustee to be present	2.50	1,025.00
6/28/23	MMD	Review entered Order approving sale of West Orange property; review e-mails from title company	.20	94.00



Date	Atty	Description	Hours	Amount
6/29/23	MMD	E-mails and calls re: West Orange closing	.30	141.00
6/29/23	SBP	Communicate with B Rice re claim	.10	41.00
6/29/23	SBP	Review letter from M Trokan re unpaid tax debt	.10	41.00
6/30/23	MMD	Finalize closing documents for West Orange property and forward for approval	.80	376.00
6/30/23	MMD	Review information relating to sale of Newark property, including sale order and title commitment; draft closing documents	1.30	611.00
7/01/23	SBP	Review motion stay pending appeal of sales	.20	82.00
7/03/23	MMD	Review e-mails relating to closing on sale of West Orange property; e-mail to Trustee re: same	.20	94.00
7/03/23	SBP	Call with J Hunter re utilities	.10	41.00
7/03/23	SBP	Call with client re sales	.20	82.00
7/04/23	SBP	Review motion to stay closing of sales	.20	82.00
7/05/23	MMD	Review various e-mails relating to closing of West Orange property; arrange for payoff; coordinate Trustee signature on closing documents and draft cover letter; obtain payoff from NewRez; address appeal issues and review Order deny stay pending appeal of same	2.20	1,034.00
7/06/23	AS1	Draft sale order; conference call with Sari B. Placona, R. Trenk, and R. Roglieri re closing issues	.40	278.00
7/06/23	MMD	Various calls and e-mails with counsel to buyer, title company, Trustee; co-counsel, A. Sodono and S. Placona re: closing issues including Mallary's removal of assets from home; review revised HUD, Addendum to Agreement and Use and Occupancy Agreement; review entered supplemental Order to sale order	2.80	1,316.00
7/06/23	SBP	Call with L Modugno re settlement with M Risis	.20	82.00
7/06/23	SBP	Call with client and B Boms re keys to properties	.20	82.00
7/06/23	SBP	Calls with J Hunter re closing on West Orange	.60	246.00
7/07/23	AS1	Several communications with Michele M. Dudas, Sari B. Placona, and Trustee re direction for protection/removal of personality today from West Orange	.50	347.50
7/07/23	AS1	Travel to/from Linden Ave., West Orange	.60	417.00
7/07/23	AS1	Meeting at Linden Ave., West Orange, house re removal of goods/enforcement of order/M. Risis clearing out home	.70	486.50
7/07/23	AS1	Call with Trustee after leaving West Orange re damage issues by Risis	.30	208.50
7/07/23	AS1	Call with Sari B. Placona re AJ Willner costs and damages	.20	139.00
7/07/23	SBP	Communicate with client and broker re personality at West Orange	.10	41.00
7/07/23	SBP	Call with B Boms re sale of West Orange	.20	82.00
7/07/23	SBP	Calls with client re sale of West Orange	.30	123.00
7/10/23	AS1	Analyze Market Street closing documents and discuss with Michele M. Dudas	.60	417.00
7/10/23	AS1	Communicate with Trustee re settlement	.20	139.00
7/10/23	MMD	Revise and finalize Newark documents; forward to title company	.30	141.00



Date	Atty	Description	Hours	Amount
7/11/23	AS1	Communicate with L. Modugno re motion to reconsider and draft email of issues	.30	208.50
7/11/23	MMD	Various e-mails relating to sale of Newark Property; coordinate with title company and counsel to buyer	.30	141.00
7/12/23	AS1	Communicate with Michele M. Dudas re sale of property and multiple emails; address multiple emails on sales	.70	486.50
7/12/23	MMD	Review issues relating to closing documents and Newark property sale; draft e-mail to Court requesting amended Order approving sale; calls with co-counsel and calls with Trustee re: same; revise Newark sale documents and forward to title company	.80	376.00
7/13/23	AS1	Call with Sari B. Placona and D. Biase re closing issues (multiple calls and emails)	.70	486.50
7/13/23	AS1	Multiple calls with Michele M. Dudas re closing issues	.20	139.00
7/13/23	AS1	Multiple calls/emails with R. Trenk and R. Roglieri re closing issues	.80	556.00
7/13/23	MMD	Various calls and e-mails relating to closing of Market Street property	2.80	1,316.00
7/14/23	AS1	Travel to/from Washington St., Newark, NJ: meet with H. Byrnes and D. Risis re removal of items	3.60	2,502.00
7/14/23	AS1	Communicate with H. Byrnes re removal of property	.20	139.00
7/14/23	AS1	Multiple calls/emails re removal of property, claims/sale/closing	1.10	764.50
7/14/23	AS1	Multiple calls/emails with Trustee re removal of property, claims/sale/closing	.60	417.00
7/14/23	AS1	Communicate with Michele M. Dudas and review closing documents	.30	208.50
7/14/23	AS1	Communicate with S. Santola, Buyer's lawyer, re removal and closing issues	.20	139.00
7/14/23	MMD	Various calls and e-mails to consummate Newark property closing	1.50	705.00
7/18/23	AS1	Multiple calls with Trustee re closing and removal of property	.30	208.50
7/18/23	AS1	Draft supplemental order and letter to Court re transfer of funds and communicate with R. Roglieri re check	.60	417.00
7/18/23	AS1	Multiple emails with D. Risis and Trustee on closing and removal of property	.50	347.50
7/18/23	DP	Communicate with Anthony Sodono, III, re sale proceeds from Washington St.; prepare supplemental order to Amended Order Approving Sale; prepare letter to Judge Sherwood re need for supplemental order; email to Chambers with letter and proposed supplemental order	.60	141.00
7/19/23	AS1	Draft and revise accounting	.40	278.00
7/19/23	SBP	Review motion to release funds from sale of market street	.20	82.00
7/20/23	DP	Review and update file with Order Supplementing Amended Order Authorizing and Approving Sale (Market Street); email to parties with same	.20	47.00
7/21/23	SBP	Call with client and A Sodono re West Orange damages to home	.20	82.00



Date	Atty	Description	Hours	Amount
7/25/23	AS1	Prepare motion re equitable distribution from Mallary Risis and other relief	2.40	1,668.00
7/25/23	DP	Begin preparing motion and certification for fees, mortgage, equitable distribution	.60	141.00
7/27/23	SBP	Revise letter brief to surcharge Mallary Risis	.20	82.00
7/28/23	MMD	Draft Certification in support of charging Debtor for counsel fees incurred by MSB	.80	376.00
7/31/23	AS1	Call with Brian Boms re: damage to West Orange property	.20	139.00
7/31/23	AS1	Draft motion, certification of Sodono and Dudas, Certification of Brian Boms, and letter brief re: approving MSB fees and authorizing surcharge for damaged property	1.40	973.00
7/31/23	MMD	Revise Certifications of AS and MMD, Letter Brief and Notice of Motion; review firm invoice; provide copy of West Orange closing statement to Trustee	1.30	611.00

TOTAL PROFESSIONAL SERVICES

\$ 98,471.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Hours	Rate	Total
COLLIN MOWERY	14.20	250.00	3,550.00
ANTHONY SODONO, III	86.20	695.00	59,909.00
MICHELE M. DUDAS	16.90	470.00	7,943.00
SARI PLACONA	63.50	410.00	26,035.00
DIANE PERROTTA	4.40	235.00	1,034.00
Total	185.20		\$ 98,471.00

DISBURSEMENTS

Description	Amount
Virtual Court Conference	150.00
Postage	46.20
Filing Fee	188.00
Travel/Parking Expenses	139.71
PACER	144.80
Inside Duplicating	54.20

TOTAL DISBURSEMENTS

\$ 722.91



McMANIMON • SCOTLAND • BAUMANN

75 Livingston Avenue, Roseland, NJ 07068 (973) 622-1800

TOTAL THIS INVOICE

\$ 99,193.91

EXHIBIT B

From: Jonathan D. Sherman <JDS@ansellgrimm.com>

Sent: Thursday, July 20, 2023 2:36 PM

To: Michele M. Dudas <MDudas@MSBNJ.COM>; Manoli Makras <manoli@nuworldtitle.com>; Jessica Lodge <jlo@nuworldtitle.com>; Jeffrey Cheng <jcheng@crownhm.com>; Shawn Fiorito <sfiorito@crownhm.com>; Tracy and Randi <tandr@nuworldtitle.com>; Jacqueline Hunter <jacqueline.hunter.realtor@gmail.com>; Brian Boms <bboms@yahoo.com>

Cc: Richard Trenk <rtrenk@trenkisabel.law>; Bobby Roglieri <rroglieri@trenkisabel.law>; Anthony Sodono <ASodono@MSBNJ.COM>; Sari B. Placona <SPlacona@MSBNJ.COM>

Subject: RE: 23 Linden Ave, West Orange. Buyer Tremell McKenzie: Judge Signed Court Order Docs

Good morning, everyone,

As most of you are aware, the day the Seller vacated did not go well. The Seller showed up with an individual and set up a camera to record himself at the house where he disrespected my client and her realtor.

The Seller caused a lot of unnecessary damage to the property and I am attaching the estimates for all the work required to bring this property back to the condition it was in prior to the Seller removing their personal items from the house. Please also see below and attached regarding the itemized list covering same:

1. 1800- junk - Removal of one full truckload - \$850.87
2. Locksmith was forced to leave and come back charged 2x for the service call \$133.28
3. HVAC -Thermostat ripped off the wall (the sprinkler system dial was also destroyed and removed) \$ \$385
4. Wall oven doors were broken and bent \$3,292.00
5. Washer/Dryer taken - I only want payment for the washer and dryer - \$1,696.00
6. Hardwood Floors scarred throughout the house -\$6,150.65
7. Twisted the backing needed for custom window replacement (new door required). The cost of the storm door is not included.- \$5,800
8. Generator - \$350.00

Pursuant to the Use agreement, the Buyer is requesting the Seller cover the total damages in the amount of \$18,657.00.

Please confirm Seller will provide my firm with a check/wire in the amount of \$8,657.00 as my firm is holding the \$10,000.00 in escrow pursuant to the Use agreement.

Thank you,

Jonathan D. Sherman, Esq.
Ansell Grimm & Aaron, PC
d: (973) 925-7351



Receipt

53 Morrison Road
Springfield, New Jersey 07081
Tel: 973-378-5865 Ext 3. | Fax: (973) 556-1344
Email: newjerseynortheast@1800gotjunk.com | Website:
www.1800gotjunk.com/newjersey

Job ID**12650282****Receipt Date: 07/10/2023****Service Date: 07/10/2023****CONTACT DETAILS**

PICKUP CONTACT	BOOKED BY	BILLED TO
Tremell McKenzie 23 Linden Avenue West Orange, NJ 07052 Mobile: (917) 709-3173 Email: tremell@me.com	23 Linden Avenue West Orange, NJ 07052 Mobile: (917) 709-3173 Email: tremell@me.com	Tremell McKenzie 23 Linden Avenue West Orange, NJ 07052 Mobile: (917) 709-3173 Email: tremell@me.com

JOB DETAILS

PRODUCT	QUANTITY	DESCRIPTION	PRICE
5/6 Load	1.00		\$798.00

| Tax ID 2: 205030621

Subtotal	\$798.00
Tax	\$52.87
Total	\$850.87

PAYMENTS

Visa	-\$850.87
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good it feels to be junk-free!
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1-800-GOT-JUNK? is committed to improving
our environmental performance. To learn more,
[visit 1800gotjunk.com/environment](http://1800gotjunk.com/environment)



ACCOUNT ENDING -

Blue Cash Everyday®

CARD MEMBER

TREMELL MCKENZIE

DATE	DESCRIPTION	AMOUNT	
Jul 7	LIBERTY LOCKSMITHS 542 KENNEDY BLVD COR STORE BAYONNE NJ 07002 (201) 401-4642 http://libertylocksmithsnj.com	LIBERTY LOCKSMITHS BAYONNE NJ Will appear on your Jul 16, 2023 statement as LIBERTY LOCKSMITHS BAYONNE NJ	\$133.28
	CARD TREMELL MCKENZIE		
	REWARDS 1% on Other purchases	\$1.33	
	ADDITIONAL INFORMATION NT_ODJRHUSW 2014014642		



ACCOUNT ENDING -

Blue Cash Everyday®

CARD MEMBER

TREMELL MCKENZIE

DATE	DESCRIPTION	AMOUNT	
Jul 7	LIBERTY LOCKSMITHS 542 KENNEDY BLVD COR STORE BAYONNE NJ 07002 (201) 401-4642 http://libertylocksmithsnj.com	LIBERTY LOCKSMITHS BAYONNE NJ Will appear on your Jul 16, 2023 statement as LIBERTY LOCKSMITHS BAYONNE NJ	\$325.21
	CARD TREMELL MCKENZIE		
	REWARDS 1% on Other purchases	\$3.25	
	ADDITIONAL INFORMATION NT_ODNPN5SA 2014014642		

Case 23-11800-JKS Do
FBI Tech Mack Certification

P.O. Box 743
Tatowa, NJ 07511

973-951-2394

Entered 08/02/23 13:27:36 Desc
II Esq. Page 27 of 41

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THIS WORK IS TO BE	
<input type="checkbox"/> C.O.D.	<input type="checkbox"/> CHARGE
<input type="checkbox"/> NO CHARGE	
NAME	NAME
PHONE	PHONE
STREET NUMBER	STREET NUMBER

NAME <u>TRENT</u>	STREET <u>23 Linden Ave</u>	DATE <u>7/12/23</u>
APT. <u>West Orange</u>	PHONE <u>423-1</u>	
CALL BEFORE A.M. <input type="checkbox"/> P.M. <input checked="" type="checkbox"/>		AM <input type="checkbox"/> <input checked="" type="checkbox"/>
AUTHORIZED BY: <u>JULIA</u>		

ENVIRONMENTAL CHECK LIST			RECOMMENDATIONS
WORK PERFORMED	QTY.	TYPE/DISPOSITION	
<input type="checkbox"/> RECOVERED			
<input type="checkbox"/> RECYCLED			
<input type="checkbox"/> RECLAIMED			
<input type="checkbox"/> RETURNED			
<input type="checkbox"/> REUSED			
<input type="checkbox"/> DEMONSTRATED			
<input type="checkbox"/> DISMANTLED			
<input type="checkbox"/> CHANGED OUT/REPLACED			
TOTAL \$:			

QTY	MATERIALS & SERVICES	UNIT PRICE	AMOUNT
1	REFRIGERANT R-134a 1 lb.	160.00	160.00
1	Honeywell tshrt		
	FILTERS	\$	\$
1	FILTERS	X	X
	BELTS		

- Check the Air condition and
Furnace. Checks Dif Filter
- Aprilaire with 5000 Airfilter
- Change the air filter - Start the
A/C - Blow out drain.
- Check Condenser And Electrical
- Check Pressure .

		TOTAL MATERIALS	
HRS.	LARGE	RATE	AMOUNT
1.5	Medium	150 w	225 wo

Priluka

TOTAL LABOR 225.00

LIMITED WARRANTY: All materials, parts and equipment are warranted by the manufacturer or supplier written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any oral warranties on behalf of above named company.

TOTAL SUMMARY		
TOTAL MATERIALS	160	00
TOTAL LABOR	225	00
	385	00
TAX		
TOTAL	385	00



ACCOUNT ENDING -

Blue Cash Everyday®

CARD MEMBER

TREMELL MCKENZIE

DATE	DESCRIPTION	AMOUNT	
Jul 12 Pending	BESTBUY.COM 888-BESTBUY BESTBUY 7075 FLYING CLOUD DR EDEN PRAIRIE MN 55344-3532 (888) 237-8289 http://www.BESTBUY.COM	BESTBUY.COM 888-BESTBUY Will appear on your statement as BESTBUY.COM 888-BESTBUY CARD TREMELL MCKENZIE REWARDS You'll be able to see Rewards information for an eligible charge within 5 days of the charge posting to your account. Please check back later.	\$3,292.03

Order Details

[Print](#)



Purchase Date: Jul 12, 2023

Order Number: BBY01-806776878038

Total: \$3,292.03

[Payment Details](#) ▾



Keeping you and our employees safe

When it's time to enter your home, our Agents will be prepared to keep you safe. They'll be following CDC and government recommendations on protective gear such as face masks and gloves, social distancing, and sanitization.

[Learn more about our safety measures](#)

[Sign in or create an account](#) to add this order to your purchase history.

Delivery

Your in-home delivery appointment is scheduled for Fri, August 11 between 7 a.m. - 7 p.m.

Delivery Address

Tremell McKenzie
23 LINDEN AVE
WEST ORANGE, NJ
07052 US

Appointment Details

[Reschedule Appointment](#)

[Cancel & Support Options](#)

If you'd like us to leave your item at your doorstep or inside an open garage instead of stepping inside your home, just let our delivery Agent know.

Please make sure an adult 18 or older is home to sign for your delivery.

Cancelling this item will also cancel its attached parts and services.

KitchenAid - 30" Built-In Double Electric Convection Wall Oven - Stainless steel



Model: KODE500ESS

Item Total: \$2,985.49

SKU: 7315114

Product Price: \$2,799.99

Quantity: 1

Sales Tax, Fees & Surcharges: \$185.50



There's still time to protect your product

[What's Included](#) | [Terms & Conditions](#)

(2,782 reviews)

Standard Geek Squad Protection

3 Year
\$229.99

5 Year
\$349.99

[Add 5 Year Protection](#)

Showing services and parts included. [Hide items](#)

Electric Double Wall Oven Install



Model: ELECTRIC DOUBLE WALL OVEN
SKU: 6504880
Quantity: 1

Item Total: \$266.55
Product Price: \$249.99
Sales Tax, Fees & Surcharges: \$16.56

[Cancel & Support Options](#)

Professional Haul-Away or Movement or Recycle Service



Model: HAUL AWAY/RELOCATE: APPL/TV
SKU: 9410101
Quantity: 1

Item Total: \$39.99
Product Price: \$39.99
Sales Tax, Fees & Surcharges: \$0.00

[Cancel & Support Options](#)

Home Delivery



Model: HOME DELIVERY
SKU: 8518641
Quantity: 1

Item Total: \$0.00
Product Price: \$0.00
Sales Tax, Fees & Surcharges: \$0.00

Digital Item

Order Received

E-Mail Delivery

tremell@me.com

Best Buy® - \$200 Promotional Best Buy E-Gift Card [E-mail delivery] [Digital]



Model: DIGITAL ITEM
SKU: 6165859
Quantity: 1

Item Total: \$0.00
Product Price: \$0.00
Sales Tax, Fees & Surcharges: \$0.00

Included free with this item. [Show Item](#)

Building bright futures for teens through tech.

Best Buy Teen Tech Centers provide young people the opportunity to pursue their dreams through tech access, training and mentorship. Your donation will help Teen Tech Centers reach more than 30,000 teens from underserved communities by 2025 at more than 100 locations nationwide.

Learn more about how your purchase contributes to Best Buy Teen Tech Centers



Best Buy Support

Browse our Support Center for answers to frequently asked questions.

[Get help >](#)

From: The Home Depot HomeDepot@order.homedepot.com 
Subject: Your Electronic Receipt
Date: July 11, 2023 at 8:31 PM
To: tremell@mac.com

TD



Thank you for your recent transaction at The Home Depot. We have provided a digital copy of your receipt below for your convenience. We look forward to seeing you again soon.



2445 SPRINGFIELD AVE. VAUXHALL NJ 07088
908-686-9804

0915 00097 27157 07/11/23 08:12 PM
SALE CASHIER

ORDER ID: H0915-549703

RECALL AMOUNT	2618.43
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SUBTOTAL	2,618.43
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SALES TAX	173.47
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TOTAL	\$2,791.90
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XXXXXXXXXXXX AMEX

USD\$ 2,791.90

AUTH CODE 828045/0974094 TA

Chip Read

AID A000000025010801 AMERICAN EXPRESS



0915 97 27157 07/11/2023 9104

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: GVM3 55518 54700
PASSWORD: 23361 54603

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



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& HUNDREDS LATER**

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RIGHT TO YOUR INBOX

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FIND AMAZING ITEMS AT
NEW LOW PRICES

[START SAVING >](#)



\$5 OFF + SAVINGS

TEXTED RIGHT TO
YOUR PHONE

[SIGN UP FOR
MOBILE ALERTS >](#)

If you have any questions about your order,
call us at **800-430-3376**.

We are available from 6am to 12 midnicht ET. 7 davs a week.

FOLLOW US:



Please do not reply to this email. To ensure you continue getting updates on your order,
add homedepot@order.homedepot.com to your address book.

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Local store prices may vary from those displayed. All offers may not be available in all areas.

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**SPECIAL SERVICES CUSTOMER INVOICE**

Store 0915 UNION/VAUXHALL
2445 SPRINGFIELD AVE
VAUXHALL, NJ 07088

Certification of Anthony Sodono, III
Phone: (908) 686-9804

Entered 08/02/23 13:27:06 Desc NO. H0915-549703
Page 36 of 41

Salesperson: MXT0MGI
Reviewer:

SOLD TO

Name

MC KENZIE TREMELL

Phone 1

Address

Phone 2

Company Name

City

Job Description Home

State

Zip

County UNION

REPRINT

2023-07-11 20:31

HOME DEPOT DELIVERY #1**MERCHANDISE AND SERVICE SUMMARY**

REF # V13

We reserve the right to limit the quantities of merchandise sold to customers

STOCK MERCHANDISE TO BE DELIVERED:

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
R02	0000-932-694	1.00	EA	M925-2 UPGRADE STNLESS WASHER HOSES /		N	\$36.98	\$36.98
R05	0000-415-929	1.00	EA	M928-FRONT LOAD PEDESTAL INSTALL /		N	\$0.00	\$0.00
R07	0000-205-834	1.00	EA	M938-GAS DRYER PARTS KIT /		Y	\$39.98	\$39.98
R08	0000-740-689	1.00	EA	M926-NATURAL GAS DRYER INSTALL /		Y	\$19.99	\$19.99
R10	0000-410-739	1.00	EA	M916-SEMI-RIGD DRYER DUCT /		Y	\$27.48	\$27.48
R12	0000-415-929	1.00	EA	M928-FRONT LOAD PEDESTAL INSTALL /		N	\$0.00	\$0.00

S/O - MDSE TO BE DELIVERED:

REF # S01

ESTIMATED ARRIVAL DATE: 07/11/2023

P.O. #15526178

S0101	1008-168-449	1.00	EA	WF50BG8300AV / 5 cu. ft. Extra Large Capacity Smart Front Load Washer in Brushed Black with Super Speed Wash and Steam		Y	\$800.78	\$800.78*
S0104	1004-208-443	1.00	EA	WE402NV / 27 in. Laundry Pedes / 27 in. Laundry Pedestal in Brushed Black with Storage Drawer		Y	\$279.00	\$279.00
S0106	1008-168-463	1.00	EA	DVG50BG8300V / 7.5 cu. ft. Smart Gas Dryer in Brushed Black with Steam Sanitize+ and Sensor Dry		Y	\$895.22	\$895.22*
S0111	1004-208-443	1.00	EA	WE402NV / 27 in. Laundry Pedes / 27 in. Laundry Pedestal in Brushed Black with Storage Drawer		Y	\$279.00	\$279.00

MERCHANDISE TOTAL: \$2,378.43

*** CONTINUED ON NEXT PAGE ***

Check your current order status online at
www.homedepot.com/orderstatus

* Indicates item markdown
Customer Copy

HOME DEPOT DELIVERY #1

(Continued)

REF #V13

DELIVERY INFORMATION:			SCHEDULED DELIVERY DATE: 08/04/2023	SCHEDULED DELIVERY TIME: 12AM-11PM			
V13	1004-196-234	1.00	Home Delivery	N	\$0.00	\$0.00	
						DELIVERY SERVICE SUBTOTAL:	\$0.00
WILL DELIVER MDSE TO:		McKenzie, Tremell					
ADDRESS:		CITY: West Orange					
STATE: NJ		ZIP: 07052	COUNTY: Essex	SALES TAX RATE:		6.630	
PHONE: (917) 709-3173		ALTERNATE PHONE: (917) 709-3173		MDSE & DELIVERY TOTALS:		\$2,378.43	
DRIVER SPECIAL INSTRUCTIONS:		END OF HOME DEPOT DELIVERY - REF #V13					

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

: ;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$2,618.43
SALES TAX	\$173.47
TOTAL	\$2,791.90
BALANCE DUE	\$0.00

END OF ORDER No. H0915-549703

ModiFloors LLC

3 Essex St.
Belleville, NJ 07109 US
+1 8625761517
modifloors@gmail.com
<http://www.modifloorsllc.com>



ADDRESS
Tremell McKenzie
81 Glen Ave.
West Orange, NJ

SHIP TO
Tremell McKenzie
23 Linden Ave.
West Orange, NJ 07052

PROPOSAL/ES 1558
TIMATE
DATE 07/12/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Refinish/Stain	2,321 SQFT Stain Refinish	2,321	2.50	5,802.50T

Refinish existing main floor stain refinish. Complete sand, stain, and finish throughout. Total of 2,321 SQFT throughout.

Stain application with 3 coats of commercial grade finish throughout water-based or 2 coats of commercial grade finish throughout oil-based.

SUBTOTAL	5802.50
TAX	348.15
TOTAL	\$6,150.65

OPTIONAL

Supply commercial grade Luxury Vinyl flooring throughout. Total 10% additional add on for cuts and scraps half of basement only measuring a total of 1,080 SQFT.

Installation of Luxury vinyl flooring included full removal of any existing flooring and replaced.

Accepted By

Accepted Date



P.J. Fitzpatrick LLC
21 Industrial Blvd, New Castle, Delaware 19720
United States
(302) 325-2360

Estimate 265727919
Job 410107
Estimate Date 7/11/2023
Customer PO

Billing Address
Tremell Mckenzie
23 Linden Avenue
West Orange, NJ 07052 USA

Job Address
Tremell Mckenzie
23 Linden Avenue
West Orange, NJ 07052 USA

Estimate Details

Provia Door Only

Task #	Description	Quantity
PROVIAEN	Provia Door Quote with Storm Door	10200.00
DISC01	July Install Sales Incentive	1122.00
DISC02	Same Day Efficiency Sales Incentive	816.00
	Potential Savings	\$0.00
	Sub-Total	\$8,262.00
	Tax	\$0.00
	Total	\$8,262.00

Thank you for choosing P.J. Fitzpatrick LLC

Buyer(s) listed above hereby jointly and severally agrees to purchase the goods and/or services listed on the enclosed specification sheets, in accordance with the prices and terms described in this agreement and any specification sheets (collectively, this "Agreement"). This Agreement represents a cash sale of goods and services. Buyer(s) agrees to pay in cash the cost of the goods and services purchased as described herein, regardless of timing or approval of any financing Buyer(s) may seek for their purchase.

It is agreed and understood by and between the parties that this addendum, along with the Home Remodeling Sale and Installation Agreement constitutes the entire understanding between the parties, and there are no verbal understandings, changing or modifying any of the terms of this Agreement. This contract may not be changed or its terms modified or varied in any way unless such changes are in writing and signed by both the Buyer(s) and the Contractor. Buyer(s) hereby acknowledge the Buyer(s) has read this Addendum.

Terms and Conditions

Additional Terms and Conditions

Documents Incorporated by Reference: Applicable scope(s) of work(s) for the premises where work is to be performed.

Delay/Unknown Conditions: Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to acts of God, material shortages, Buyer's inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations do not constitute abandonment and are not included in calculating time frames for performance by Contractor. Contractor and Buyer(s) have determined that a definite completion date is not of the essence to this Agreement.

Late Cancellation/Late Payment/Default: If Buyer(s) attempts to cancel this Agreement after midnight of the third business day after the date of this Agreement, and Contractor accepts such cancellation, all work will be stopped as promptly as reasonably possible and Buyer(s) agrees to pay Contractor a cancellation fee equal to 15% of this Agreement's purchase price to offset Contractor's incurred labor, administrative, and material costs. Buyer(s) agrees to pay a late fee of 1.5% per month on all amounts due from Buyer(s) to Contractor accruing from the date due and running to the date the payment is made. If Buyer(s) is in default of this Agreement, Buyer(s) agrees to pay Contractor's attorney's fees equal to 15% of the defaulted amount or as otherwise allowed by law, except in Pennsylvania, where legal fees and related costs or expenses must be awarded by a court.

Contractor's Right to Cancel: In the event that Contractor determines that this Agreement cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Buyer's property, Contractor may cancel this Agreement within thirty (30) days of its execution, notify Buyer(s) of such cancellation in writing and return all monies paid by Buyer(s).

No Set-Offs or Retentions: Upon substantial completion of Contractor's work under this Agreement, Buyer(s) shall pay all amounts due under this Agreement without any right of set-off or retention. Substantial completion is defined as the stage in the progress of the work where the work is sufficiently complete in accordance with this Agreement so that Buyer(s) can occupy or utilize the work for its intended use. If after paying all amounts due under this Agreement, Buyer(s) alleges that Contractor's work is defective in any respect, Contractor, without waiving any of its rights, shall cause an inspection of the work and perform any remedial work to the extent the Buyer(s) is entitled to under this Agreement or Contractor's warranty at no cost to Buyer(s).

Buyer's Representations: Buyer(s) represents that (a) Buyer(s) owns the premises where work will be performed; (b) to the extent not otherwise prohibited by law or otherwise indicated in this Agreement, Buyer(s) will pay all taxes/permitting fees required for Contractor to perform this Agreement; (c) Buyer(s) will provide Contractor with reasonable access to the premises, including access to electrical outlets as may be required; and (d) Buyer(s) shall be responsible for the preparation, moving, and reinstalling of all wiring, water lines, power lines, plumbing, and the moving of any shrubs, plants, or other items as required by Contractor under this Agreement.

Contractor's Responsibility: Contractor shall obtain any necessary permits and provide the Buyer(s) with a certificate of occupancy, if required. Contractor accepts no responsibility for any damage resulting from pre-existing structural or other defects in Buyer's property. Contractor is not responsible for remedying structural defects in Buyer's property and Buyer(s) acknowledges that Contractor's products do not correct or cure pre-existing structural problems. Contractor shall not be responsible for (a) any damages arising in whole or in part from strikes, fires, accidents, governmental actions, or any other causes beyond control of Contractor; (b) any damages including without limitation, lost profits, or reduction in value of the premises, arising from Contractor's delay in performing under this Agreement; (c) unintentional damage to window treatments, landscaping, driveways, sidewalks, gas lines, condensation pipes, electrical wiring, plumbing, and telephone installations, it being understood that Buyer(s) is responsible at its own cost for all preparations, protection and/or moving of such items prior to Contractor's commencement of the work; (d) collateral or incidental damage to interior walls (including wall tiles) and personal property, including damage occurring as a result of Contractor installing siding on Buyer's home, it also being understood that Buyer(s) is responsible at its own cost for all preparations, protection and/or moving of such items prior to Contractor's commencement of the work; and (e) removing and/or refitting/reconnecting Buyer's home security system or the costs associated with removing and/or refitting/reconnecting Buyer's home security system, it being understood that Contractor will attempt to work around any security system on the premises. If Contractor's work requires consent and/or approval from any Homeowner's Association or any other legal entity or association that enforces covenants, conditions, and restrictions on property (including designated historic sites), Buyer(s) is responsible to submit any required forms and obtain approval for the work to be done and to keep Contractor informed as to the approval status. Contractor maintains \$1,000,000 minimum personal injury insurance and \$1,000,000 minimum property damage insurance.

PA Contractor License PA011323

DE Business License 2009603070

NJ Contractor License 13VH10727200

MD Contractor License 105494

Bay Target Contractor License – 13VH11838800

A1 Contracting LLC

INVOICE

(201) 588-0424
a1contractingnj@gmail.com
250 Pehle Ave Suite 200 Saddle Brook, NJ 07663

Bill To

Tremell McKenzie
927-709-3173
Tremell@mac.com
23 Linden Avenue West Orange, NJ 07052

Invoice #2280

Issued 07/19/2023

Description	QTY	Price, USD	Amount, USD
Generator Tune Up (nontaxable)	1	\$265.00	\$265.00
Generator Power Cord	1	\$85.00	\$85.00
		Subtotal	\$350.00
		Total	\$350.00